

Fill in this information to identify the case:

Debtor 1 Ed O'Neil Tyler

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the District of South Carolina

Case number 20-01424-jw

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: MSE Sub 1, LLC Court claim no. (if known): 4

Last 4 digits of any number you use to identify the debtor's account: 2 4 0 2 Date of payment change: 11/01/2020
Must be at least 21 days after date of this notice

New total payment: \$ 805.96
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- ☐ No
- ☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: Due to escrow surplus and changes in taxes and insurance premiums

Current escrow payment: \$ 281.47 New escrow payment: \$ 122.76

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

- ☒ No
- ☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____ % New interest rate: _____ %

Current principal and interest payment: \$ _____ New principal and interest payment: \$ _____

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☒ No
- ☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Debtor 1 Ed O'Neill Tyler Case number (if known) 20-01424-jw
First Name Middle Name Last Name

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

x /S/ Magalie A. Creech Date 09/24/2020
Signature

Print: Magalie A. Creech Title Attorney
First Name Middle Name Last Name

Company Finkel Law Firm LLC

Address 1201 Main Street, Suite 1800
Number Street
Columbia SC 29201
City State ZIP Code

Contact phone 803-765-2935 Email mcreech@finkelaw.com

SN Servicing Corporation
323 FIFTH STREET
EUREKA, CA 95501

Final

For Inquiries: (800) 603-0836

Main Office- NMLS ID # 5, Branch Office- NMLS ID #

Analysis Date: September 22, 2020

ED TYLER
1015 LYNN ST
COLUMBIA SC 29210

Loan:

Property Address:
1015 LYNN STREET
COLUMBIA, SC 29210

Annual Escrow Account Disclosure Statement Account History

This is a statement of actual activity in your escrow account from Apr 2020 to Oct 2020. Last year's anticipated activity (payments to and from your escrow account) is next to the actual activity.

Payment Information	Current:	Effective Nov 01, 2020:
Principal & Interest Pmt:	683.20	683.20
Escrow Payment:	281.47	122.76
Other Funds Payment:	0.00	0.00
Assistance Payment (-):	0.00	0.00
Reserve Acct Payment:	0.00	0.00
Total Payment:	\$964.67	\$805.96

Escrow Balance Calculation	
Due Date:	Feb 01, 2019
Escrow Balance:	(2,050.63)
Anticipated Pmts to Escrow:	5,910.87
Anticipated Pmts from Escrow (-):	0.00
Anticipated Escrow Balance:	\$3,860.24

Date	Payments to Escrow		Payments From Escrow		Description	Escrow Balance	
	Anticipated	Actual	Anticipated	Actual		Required	Actual
					Starting Balance	1,037.76	(2,901.17)
Apr 2020	281.35			*		1,319.11	(2,901.17)
May 2020	281.35			*		1,600.46	(2,901.17)
May 2020				526.99	* Hazard FPI	1,600.46	(3,428.16)
May 2020				526.99	* Hazard FPI	1,600.46	(3,955.15)
Jun 2020	281.35			*		1,881.81	(3,955.15)
Jul 2020	281.35			*		2,163.16	(3,955.15)
Aug 2020	281.35			*		2,444.51	(3,955.15)
Sep 2020	281.35			*		2,725.86	(3,955.15)
Sep 2020		1,904.52		*	* Tax Refund Report	2,725.86	(2,050.63)
Oct 2020	281.35			*		3,007.21	(2,050.63)
					Anticipated Transactions	3,007.21	(2,050.63)
Sep 2020		5,629.40					3,578.77
Oct 2020		281.47					3,860.24
	\$1,969.45	\$7,815.39	\$0.00	\$1,053.98			

An asterisk (*) indicates a difference from a previous estimate either in the date or the amount. If you want a further explanation, please call our toll-free number.

Last year, we anticipated that payments from your account would be made during this period equaling 0.00. Under Federal law, your lowest monthly balance should not have exceeded 562.69 or 1/6 of the anticipated payment from the account, unless your mortgage contract or State law specifies a lower amount. Your mortgage contract and State law are silent on this issue.

(The amount of surplus only exists if the loan is current, the analysis gives a projected overage as if all past due payments are made the month the analysis is processed).

Analysis Date: September 22, 2020

ED TYLER

Loan:

**Annual Escrow Account Disclosure Statement
Projections for Coming Year**

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made to and from your account.

Date	Anticipated Payments		Description	Escrow Balance	
	To Escrow	From Escrow		Anticipated	Required
			Starting Balance	3,860.24	1,262.48
Nov 2020	122.76			3,983.00	1,385.24
Dec 2020	122.76	946.09	County Tax	3,159.67	561.91
Jan 2021	122.76	526.99	Hazard FPI	2,755.44	157.68
Feb 2021	122.76			2,878.20	280.44
Mar 2021	122.76			3,000.96	403.20
Apr 2021	122.76			3,123.72	525.96
May 2021	122.76			3,246.48	648.72
Jun 2021	122.76			3,369.24	771.48
Jul 2021	122.76			3,492.00	894.24
Aug 2021	122.76			3,614.76	1,017.00
Sep 2021	122.76			3,737.52	1,139.76
Oct 2021	122.76			3,860.28	1,262.52
	<u>\$1,473.12</u>	<u>\$1,473.08</u>			

(Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year.)

Your escrow balance contains a cushion of 157.68. A cushion is an additional amount of funds held in your escrow balance to prevent the balance from becoming overdrawn when an increase in the disbursement amount occurs. Under Federal law, your lowest monthly balance should not exceed 245.51 or 1/6 of the anticipated payment from the account, unless your mortgage contract or State law specifies a lower amount. Your mortgage contract and State law are silent on this issue.

Your ending balance from the last month of the account history (escrow balance anticipated) is 3,860.24. Your starting balance (escrow balance required) according to this analysis should be \$1,262.48. This means you have a surplus of 2,597.76. **(The amount of surplus only exists if the loan is current, the analysis gives a projected overage as if all past due payments are made the month the analysis is processed).**

This surplus must be returned to you unless it is less than \$50.00, in which case we have the additional option of keeping it and lowering your monthly payments accordingly. As the loan is delinquent, we will not be sending a check for the surplus.

We anticipate the total of your coming year bills to be 1,473.08. We divide that amount by the number of payments expected during the coming year to obtain your escrow payment.

New Escrow Payment Calculation	
Unadjusted Escrow Payment	122.76
Surplus Amount:	0.00
Shortage Amount:	0.00
Rounding Adjustment Amount:	0.00
Escrow Payment:	<u>\$122.76</u>

NOTICE OF RIGHT TO CANCEL PRIVATE MORTGAGE INSURANCE: If you currently pay private mortgage insurance premiums, you may have the right to cancel the insurance. In most cases, you have the right to cancel private mortgage insurance if the principal balance of your loan is 80 percent or less of the current fair market appraised value of your home, and you have a good payment history on your loan. If you want to learn whether you are eligible to cancel this insurance, please contact us at 323 Fifth Street, Eureka, Ca 95501 or 800-603-0836.

*** Please note if you have autopay/EFT set up on your loan, it is your responsibility to make sure your payment amount is updated. Enclosed is the EFT form that needs to be completed. Once completed, please fax to the number listed on the EFT form or return in the self-addressed envelope.**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)	Case No. 20-01424-jw
)	Chapter 13
)	
Ed O'Neil Tyler,)	
)	
)	
)	
)	
Debtor.)	
_____)	

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of September, 2020, I served a copy of the Notice of Mortgage Payment Change and Certificate of Service on the below-listed parties, by depositing same in the United States Mail with sufficient first-class postage affixed and addressed as indicated below:

Ed O'Neil Tyler
1015 Lynn St
Columbia, SC 29210

Benjamin R. Matthews, Esq.
Benjamin R. Matthews & Associates
2010 Gadsden St
Columbia, SC 29201

William K. Stephenson, Jr., Trustee (via ECF)
PO Box 8477
Columbia, SC 29202



Lori Qualls, Paralegal to
MAGALIE A. CREECH
District Court ID No. 10871
Finkel Law Firm LLC
Post Office Box 1799
Columbia, South Carolina 29202
Phone (803) 765-2935
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mcreech@finkellaw.com